

# **FOR LEASE**

## **STATE-OWNED REAL PROPERTY**

**39 Acres (Production and Harvesting of Hay)**

**Office of Kentucky Nature Preserves**

**Timberlake State Natural Area**

**Hart County, Kentucky**

Invitation No: **05072019**

Bid Opens: **Tuesday, May 7, 2019 @ 3 p.m. ET**

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1. Bids must be submitted on the "Form of Proposal" included within and made part of this Invitation and received at the Division of Real Properties, Department of Facilities Management, Finance and Administration Cabinet, 3<sup>rd</sup> Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.
2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
3. Bidders are invited to attend bid openings.
4. For further information, please contact Wendell Harris, State Properties Branch, Division of Real Properties, 3<sup>rd</sup> Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, at (502) 564-9831, Email: [Wendell.harris@ky.gov](mailto:Wendell.harris@ky.gov) or Heather Doolin, Branch Manager, EEC, (270) 791-0665, Email: [heather.doolin@ky.gov](mailto:heather.doolin@ky.gov).
5. **Notice to Bidder:** If you plan to attend the bid opening and have a disability that requires accommodation, please contact our office by Monday, May 6, 2019 so that reasonable arrangements can be made.

# **Invitation to Bid**

## **Agricultural Hay Land**

### **Timberlake State Natural Area**

#### **Hart County**

### **General Terms and Conditions**

At the request of the Office of Kentucky Nature Preserves, the Division of Real Properties issues this invitation to bid on the lease of agricultural land at the Timberlake State Natural Area located in Hart County, Kentucky.

**Property to be leased:** The land to be leased is owned or licensed to the Offices of Kentucky Nature Preserves (OKNP) and is utilized with the purpose of implementing and managing the area as a State Natural Area (SNA) in accordance with the approved management plans. The land consists of approximately 39 acres of fields that will be leased for hay production. Fields can be identified by field numbers which correspond to the listing in the bid forms.

This hay land lease will be in effect for the 2019-2022 crop years.

Bidders will bid on acreage as one package. The property has been retired as part of conservation management programs and shall not be sprayed, mowed, or otherwise disturbed without prior approval from site manager. See attached "Terms and Conditions" for further information.

**Maps, History, and Site Visit:** Maps showing the property to be leased are included in this bid packaged. Bidders are expected to inspect the property to be lease and become familiar with all general and local conditions that may affect the cost of compliance with the lease, to the extent such information is reasonably obtainable. In no event will the failure to inspect the site constitute grounds for a claim once a lease is awarded.

**Purpose of Leasing:** The property will be leased for maintenance of open lands until such a time that managing agency is prepared to begin habitat restoration.

**Bid forms:** Bid forms are available at the Division of Real Properties, Bush Building, 403 Wapping St., 3<sup>rd</sup> Floor, Frankfort, KY. Contact Wendell Harris at (502) 564-9831 or Email: [wendell.harris@ky.gov](mailto:wendell.harris@ky.gov). Bid forms are also available on Finance eProcurement website. Bid forms list all fields by acreage of each field and tract. Each field and tract will be assigned a number corresponding to the numbers listed on attached maps.

**Bids:** Bidders will not be allowed to plant agricultural products in the fields. Fertilizers and lime is the responsibility of the lessee. Weed management can be approved with discussion and approval by leasing agency and site manager.

- Bidders should submit their share bids on the enclosed Bid Form and these should be filled out completely, signed, and submitted in the enclosed bid envelope along with the deposit.
- The amount of share bid must be indicated in the spaces provided on the crop plan sheet.
- All bidders will be notified by mail of the results.

**Bid Revisions/Adjustments:** Bids to this invitations are renewable up to 4 years, or 3 years after the initial 1<sup>st</sup> year bid. At the end of the leasing period, either the leaser or lessee is responsible for cancellation.

**Requirements:** Fields are allowed to be cut twice per year under the terms that the first cutting cannot precede May 15 and the second cutting must occur before September 15 unless there are extenuating circumstance to which the site manager and leasing agency have agreed upon with the lessee. All round hay bales shall be removed no later than October 25.

**Access:** Because of water level fluctuations of the Green River and limited access roads, the Department cannot guarantee access to all leased fields. It shall be the responsibility of the bidders to determine the conditions of access to the fields that they bid on. Any improvements or alterations to access the property must be approved by the site manager and are at the expense of the lessee.

**Terms of the Lease:** The successful bidders will be required to enter into a lease with Office of Kentucky Nature Preserves for a term of one year, to be renewed for three successive one-year periods. Renewals will take place between January 1-15 of each year, in which either party can cancel the contract prior to consecutive year renewal. The lease will be for a crop year of January 1<sup>st</sup> to December 31<sup>st</sup> unless special circumstances warrant otherwise. All cropping and harvesting activities will be completed by September 15<sup>th</sup> annually with all round hay bales being removed by end of crop year, October 25<sup>th</sup>.

**Liability:** The successful bidders agree to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, costs, including attorney's fees, and charges for which the Commonwealth may be subject, or for which the Commonwealth, or the successful bidders, may be required to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected to the character, condition, or use of the leased premise or any means of ingress thereto, or egress therefrom unless such injury or loss arises directly from the negligence of the Commonwealth, or any of its officers, agents, or employees, while acting within the scope of their employment. The successful bidder shall, at their own expense, assume defense of such claims and actions for damages or judgments arising directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents, or employees, while acting within the scope of their employment.

**Termination for Default:**

- (a) If at any time during the period in which the lease agreements are in effect, the successful bidders, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including, but not limited to the obligation to pay shares, as provided in the resulting agreements, then the agreements shall be subject to termination by the Commonwealth, with no right of recourse remaining in the successful bidders. All rights and benefits therein conferred shall be deemed forfeited, and the successful bidders covenant that they shall quietly surrender possession of the demised premises to the Commonwealth, provided however, that before any termination shall occur under this section, the successful bidders shall be given written

notice and allowed (30) days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease agreements shall remain in full force and effect.

- (b) The procedure for termination of the lease agreements under this section shall be as follows:
  - a. The Commonwealth shall deliver, by certified mail, to the successful bidder a "Notice of Termination" which shall specify (a) the nature of the termination; (b) the extent to which use, under the lease agreements are to be terminated; (c) and the date upon which termination becomes effective.
  - b. The successful bidder shall stop use under the lease agreement on the date indicated and to the extent specified in said "Notice of Termination," unless the default of noncompliance is cured within the time period stated in the notice.
- (c) In the event of termination for default, the successful bidder shall be responsible for repaying the Commonwealth any and all monetary sums due the Commonwealth under the lease agreements, up to and including the effective date of termination.
- (d) The rights and remedies for the Commonwealth provided in the agreements shall not be exclusive, and are in addition to any other rights and remedies provided by law or inequity.

**Cancellation Clause:** Either party may cancel the resulting lease for no cause by giving written notice to the other party, specifying the date of cancellation, with such notice to be given not less than (30) days prior to the date of such cancellation. Time to be computed from date of mailing notice. Upon said cancellation, successful bidder shall quit the premises and return them in as good an order as received, ordinary wear and tear and natural decay expected. Any cancellation of this Agreement, however caused, shall be entirely without prejudice to the rights of the Commonwealth then accrued hereunder.

**Method of Award:** A lease will be awarded to the highest bidder that is most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any and all bids and to waive technicalities.

**Adding Terms and Conditions:** Additional terms and conditions that come within the scope of the resultant leases and found to be needed may be added to each lease if mutually agreeable to both the successful bidder and the Office of Kentucky Nature Preserves.

**Good Faith Deposit:** A good faith deposit must be submitted with each bid in an amount equal to one hundred dollars (\$100.00). The good faith deposit should be made payable to the Kentucky State Treasurer (cash will not be accepted). All such deposits will be returned at the conclusion of the bidding process or will be applied to the lease for the successful bidder.

**NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: Heather Doolin, (270) 791-0665 or [heather.doolin@ky.gov](mailto:heather.doolin@ky.gov) Monday – Friday, 8 a.m. – 4 p.m. ET.**

**Payment of Rental:** The successful bidder will enter into a lease contract with the Office of Kentucky Nature Preserve on an annual basis (renewable annually for three additional years for a total of 4 years). . The annual rental payment for renewal terms shall become due and payable in

full on the first day of each year of the Lessee's use of the property. A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF BALANCE IS NOT RECEIVED IN 10 DAYS AFTER EACH YEAR.

## **TERMS AND CONDITIONS**

### **A. General**

1. The Lessee may not sublease any part of the lease unit to a second party.
2. The Lessee shall assume responsibility for maintenance of all the crop including furnishing all equipment, labor, and supplies, pay all expenses necessary, and incidental to compliance with the provisions and conditions set forth herein unless otherwise specified in the contract.
3. The Lessee assumes all risk and/or damage by reason of flooding or other natural disaster. In the event of a weather related crop loss and resulting crop insurance settlement the damaged crop will remain in the field as wildlife cover and food.
4. The Lessee is required to utilize good agricultural practices in accordance with the requirements of crop planted so as to avoid undue erosion or damage to existing habitat. Conventional tillage will not be used as a method of practice.
5. The Lessee will be responsible to maintain records of the acreage planted and report the same to the appropriate Farm Service Agency office.
6. The Lessee will provide a written report (forms to be provided) of the following:
  - a. Acreage planted and reported to the FSA office.
  - b. Fertilizer and/or lime applied by field number.
  - c. Herbicide applied per acre by field number.
  - d. Harvest removed by field numbers (in number of bales).
7. The Lessee will be responsible for damage to the state properties and facilities as a result of cropping activity. Should the Lessee or their employees damage state owned or installed fixtures restitution will be made during that crop year. Damage may include but are not limited to damage/destruction of public hunting blinds, tree/shrub planting, boundary markers/fencing, buildings, gates, water control structures/facilities, dikes, dams, levees, and vegetation.  
  
Should damage occur to the tenant's crop as a result of actions by department staff or agents, appropriate adjustments will be made to the final crop payments on an acre damage/estimated production format.
8. No part of the lease unit may be placed in any federal land retirement program by the Lessee.
9. No Livestock shall be permitted.

10. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the Lessee, and shall be approved by the Site Manager or Leasing Agency.
11. The Lessee shall not erect any permanent or temporary structures on leased premises.
12. The Lessee shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The Lessee further agrees that upon the expiration or termination of their lease agreement, they will return the leased premises in as good an order as received, ordinary wear and tear, and acts of God expected.
13. The Lessee shall comply with the Conservation Plan on file at the local county Natural Resource Conservation Services office if, available, and follow recommended best management practices.
14. The Lessee may, with permission from the site manager or leasing agency, utilize existing structures on the leased premises.

**B. Soil Testing/Fertilization/Lime**

1. The Lessee will be required to perform soil tests as required by contract on fields they utilize and provide copies of the test and record of any fertilizer or lime application. For consistency, the University of Kentucky's Extension office in each county shall be used for the soil test services. Tests are recommended a minimum of every two years; all test results and field locations shall be kept on file at the appropriate local office location for each property involved.

The Lessee shall comply with the soil test recommendations for lime at no less than half of the recommended rate or 2 tons/acre, whichever is less.

2. Nitrogen applications should be made for the minimum expected yield.

**C. Tillage Practices**

No tillage (plowing or disking) will be advised or accepted on these fields.

**D. Riparian Vegetation/Buffer Zones**

Riparian vegetation stabilizes stream banks, provides thermal insulation, reduces stream sediment loads and protects streams from soil, chemical, and fertilizer runoff from crop fields. Buffer zones also act as wildlife corridors, travel-ways, escape cover, and access-ways. Riparian strips/buffer zones should be either protected or established along/adjacent to all streams, wetlands, and waterways, as well as crop lands/field borders.

1. All streams (perennial, intermittent, storm event, etc.) shall be protected by a riparian zone for a minimum of 50 feet (preferably 100 feet) on each side of the stream bank. There shall be no canopy disturbance within the first 50 feet of this zone.

2. Ponds, lakes, reservoirs, seasonal and permanent wetlands, and other aquatic systems shall have at least a 50 foot riparian zone (preferably 100 feet) on all sides. This zone shall be of undisturbed soil.
3. Other field borders such as property boundaries, fence rows, roadsides, etc. shall have a vegetated strip of not less than 30 feet of undisturbed soil.

#### **E. Herbicides**

1. There will be no application of restricted use herbicides as designated by the United States Environmental Protection Agency and the U.S. Fish and Wildlife Service (see the area supervisor for an up to date list or consult the local chemical dealer).
2. There will be no use of insecticides upon Department owned or managed lands.
3. Herbicides are to be used only according to label directions.
4. Only the lowest recommended amount of the chemical that will efficiently and effectively control the weeds shall be used.
5. Rotating herbicides will be recommended and used to avoid the development of resistant weeds.
6. Herbicides will not be used within 50 feet of any stream, river, lake, reservoir, wetland, or other body of water, or in accordance with the label directions. Special consideration will be given to prevent any adverse impacts to highly unique habitats which may be host to special flora and fauna.
7. The Lessee shall report herbicide use on a yearly basis using forms provided
8. Any herbicide containers will be disposed of using any available state, county, or local disposal program. In the absence of available programs, the container must be handled and disposed of following all label directions for that specific container.

#### **F. Noxious Weeds**

Tenants are encouraged and may be required to control the following noxious weeds within their rented/leased fields: *Thistle; Muss, Scott, Nodding, Canadian; Field Bindweed; Marijuana; Johnson Grass; Sicklepod; Water Hemp; and Multiflora Rose*. Harvest equipment should be cleaned prior to moving to another field which will help limit weed seed transportation. Noxious weeds will not be controlled in any way that will adversely affect or have detrimental impact on any wildlife or habitat.

**AUTHENTICATION OF BID AND AFFIDAVIT OF  
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523:040:

1. That I am the Bidder (if the Bidder is an individual), a partner, (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. **05072019** have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other Bidder of materials, supplies, equipment, or services described in the Invitation To Bid designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 45A.990, 164. 390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

**NOTICE**

1. Any agreement or collusion among Bidders or prospective Bidders that restrain, tend to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000.00), nor more than ten thousand dollars (\$10,000.00), nor be imprisoned not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars (\$10,000.00), nor more than twenty thousand dollars (\$20,000.00).
3. If you plan to attend the bid opening and have a disability that requires accommodations, please contact out office by May 7, 2019, so that reasonable arrangements can be made.



**FORM OF PROPOSAL (SEALED BID)**

TO: Finance and Administration Cabinet  
Department for Facilities and Support Services  
Division of Real Properties  
Third Floor  
403 Wapping Street,  
Frankfort, KY 40601-2607

Invitation No: 05072019  
Bid Opens: Tue. May 7, 2019  
Bid Opening Time: 3 p.m.

**BID FORM**

Subject to the General Terms and Conditions and Authentication of Bids and Affidavit Of Non-Collusion and Non-Conflict Of Interest, I propose to pay to the Commonwealth of Kentucky the following amount:

I am not employee of the Kentucky State Government.

For the tenancy/use of the existing property which consists of approximately 39 acres of land for Hay production, I propose to pay a flat rate to the Commonwealth of Kentucky:

A Flat rate of (Designated to the OKNP) \$\_\_\_\_\_.

Area: Timberlake State Natural Area

Location: (Hart County).

**Flat rate minimum bid: \$100.00**

**ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

Affidavit Effective Date: \_\_\_\_\_

Affidavit Expiration Date: \_\_\_\_\_

Maximum Length One-Year

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**      **PAGE 1 OF 2**

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
  - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
  - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):**

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernational candidate elected in the election last preceding the date of contract award.

**ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**  
**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 2 OF 2**

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone/Email

Subscribed and sworn to before me by

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)



\_\_\_\_\_  
Notary Public  
[seal of notary]

My commission expires: \_\_\_\_\_



# Timberlake SNA Agricultural Fields



-  Hay Field Boundary
-  Timberlake Boundary



39 Acres

